STATE OF MINNESOTA (REV 10/20/2014)

Professional Technical Services Master Contract --Encumbrance Form (For State Use Only)

RECS Project ID.:	**N/A**	**Project Mgr.:**	**Gordon Christofferson**	**Contract Specialist:**	**Sherry Van Horn**
		Control No.	**48104**	**RFP Event ID (if applicable)**	**2-3225**
Project Name :	**Testing and Inspection Services Master Contract**				

Total Amount of Contract: **N/A**	Amount of Contract First FY:	Vendor Number:
Category Code:	Category Code:	Category Code:
Account:	Account:	Account:
Amount: **N/A**	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Business Unit:	Business Unit:	Business Unit:
Accounting Date:	Accounting Date:	Accounting Date:
Fund:	Fund:	Fund:
DeptID:	DeptID:	DeptID:
AppropID:	AppropID:	AppropID:
Project ID: **N/A** Activity:	Project ID: Activity:	Project ID: Activity:
Amount: **N/A**	Amount:	Amount:

SWIFT Contract No: **T#15ATI/85259**

Number/Date/Entry Initials

SWIFT Order: _____-

Number / Date/ See Signature Page

*[Individual signing SWIFT Order or Contract certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15*and *16C.05]*

NOTICE TO CONSULTANT: You are required to provide your social security number or Federal employer tax identification number and Minnesota tax identification number if you do business with the State of Minnesota.

Contractor Name and Address: **Northern Technologies Inc.**
6588 141st Ave. NW
Ramsey, MN 55303

Contact Person: **Kyler Bender**
Contact Person Phone: **651.389.4182**
Contact Person Fax:
Contact Person Email: **kylerb@ntigeo.com**

Contract Execution Date: ~~1/30/2015~~ 02/03/2015
Contract End Date: 10/31/2016 ✓

(*Note: According to Minn. Stat. 16C.08 Subd. 3(5), the combined contract and amendment cannot exceed five years, unless otherwise provided for by law.)

SWIFT Contract No. 85259
T-Number: 15ATI
Control Number: 48104

STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
MASTER CONTRACT

This master contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Northern Technologies Inc., 6588 141st Ave. NW, Ramsey, MN 55303 ("Contractor").

Recitals

1. Under Minnesota Statute§ 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of construction testing and inspection services.
3. The Consultant represents that it is duly qualified and agrees to perform all services described in this master contract and performed under work order contracts to the satisfaction of the State.

Master Contract

1 Term of Master Contract

1.1 ***Effective Date*:** The date the State obtains all required signatures under Minnesota Statute§ 16C.05, subdivision 2, whichever is later.
The Contractor must not accept work under this master contract until this master contract is fully executed and the Contractor has been notified by the State's Authorized Representative that it may begin accepting Work Order Contracts.

1.2 ***Work Order Contracts.*** The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.

1.3 ***Expiration Date*:** October 31, 2016

1.4 ***Survival of Terms:*** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 18. Data Disclosure.

1.5 ***Authorization of Use*:** The Master Contract is available for use by all state agencies and Minnesota State Colleges and Universities.

2 Scope of Work

The Contractor, who is not a state employee, may be requested to perform any of the following services under individual work order contracts:

Geotechnical, Concrete Testing and Inspection, Masonry Testing and Inspection, Structural Steel Testing and Inspection, Pavement Testing and Inspection, and Fireproofing/Firestopping Testing and Inspection.

The Contractor understands that only the receipt of a fully executed work order contract authorizes the Contractor to begin work under this master contract. Any and all effort, expenses, or actions taken before the work order contract is fully executed is not authorized under Minnesota Statutes and is under taken at the sole responsibility and expense of the Contractor. A sample work order contract is attached and incorporated into this master contract as Exhibit A.

The Contractor understands that this master contract is not a guarantee of a work order contract. The State has determined that it may have need for the services under this master contract, but does not commit to spending any money with the Contractor.

3 Time

The Contractor must comply with all the time requirements described in work order contracts. In the performance of work order contracts, time is of the essence.

4 Consideration and Payment

4.1 ***Consideration***. The State will pay for all services satisfactorily performed by the Contractor for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed $1,000,000.00. All costs will follow the Contractor's fee schedule attached as Exhibit B and incorporated into this agreement. The Contractor may revise its fee schedule once a year after November 1, 2015. However, hourly rates may not exceed a 3% increase each year. Revised fee schedules meeting the requirements of this section will be effective on the date received by the State.

For projects located within a 50 mile radius of Contractor's Office Location— Hourly rate includes all travel time, travel expenses, and other project-related expenses, which include but are not limited to mileage, meals, lodging, telephone/fax, printing of drawings, specifications, and reports, computer discs, and photographs. State will not pay for travel time.

For projects located more than a 50 mile radius of Responder's Office Location—Hourly rate includes travel expenses, and other project-related expenses, which include but are not limited to mileage, meals, lodging, telephone/fax, printing of drawings, specifications, and reports, computer discs, and photographs. Responder may invoice travel time at this rate.

Travel & Reimbursable Expenses. Except as described in this Section 4.1, there are no allowable travel or other reimbursable expenses. All such expenses are included in the Contractor's fee schedule of hourly rates, attached as Exhibit B. The State reserves the right to modify the allowable reimbursable expenses prior to execution of a Work Order from the Master Contracts. In the event expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget. A copy of the Commissioner's Plan is available on the web at: at http://www.mmb.state.mn.us/comp-commmissioner (click on "Commissioner's Plan" in the right side column). The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.2. ***Payment***

(A) ***Invoices.*** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely no more frequently than monthly.

(B) ***Retainage.*** Under Minnesota Statute§ 16C.08, subdivision 2 (10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of the work order contract.

5 Conditions of Payment

All services provided by the Contractor under a work order contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives and Project Managers

The State's Authorized Representatives for this master contract are Sherry Van Horn, Business Operations Manager, 651.201.2376 or Gordon Christofferson, Project Operations Manager, 651.201.2380 or his/her successor, and have the responsibility to monitor the Contractor's performance.

The State's Project Manager will be identified in each work order contract.

The Contractor's Authorized Representative is Kyler Bender, PE Principal Engineer, kylerb@ntigeo.com, 651.389.4182. If the Contractor's Authorized Representative changes at any time during this master contract, the Contractor must immediately notify the State.

The Contractor's Project Manager will be identified in each work order contract.

7 Assignment, Amendments, Waiver, and Contract Complete

7.1 ***Assignment.*** The Contractor may neither assign nor transfer any rights or obligations under this master contract or any work order contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this master contract, or their successors in office.

7.2 ***Amendments.*** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.3 ***Waiver.*** If the State fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or its right to enforce it.

7.4 ***Contract Complete.*** This master contract and any work order contract contain all negotiations and agreements between the State and the Contractor. No other understanding regarding this master contract or work order contract, whether written or oral, may be used to bind either party.

8 Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

1) Intentional, willful, or negligent acts or omissions; or
2) Actions that give rise to strict liability; or
3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

9 State Audits

Under Minnesota Statute§ 16C.05, subdivision 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this master contract.

10 Government Data Practices and Intellectual Property

10.1. ***Government Data Practices***. The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under the work order contract. The civil remedies of Minnesota Statute§ 13.08 apply to the release of the data referred to in this clause by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

10.2. ***Intellectual Property Rights***

(A) *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under work order contracts*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of a work order contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

1. N*otification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of the work order contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. *Representation.* The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Affirmative Action Requirements for Contracts in Excess of $100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

11.1 ***Covered Contracts and Contractors.*** If the Contract exceeds $100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor covered by Minnesota Statute § 363A.36 because it employed more than 40 full-time employees in another state and

does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

11.2 ***Minnesota Statute § 363A.36.*** Minnesota Statute § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

11.3 ***Minnesota Rule Parts 5000.3400-5000.3600.***

(A) *General.* Minnesota Rule Parts 5000.3400-5000.3600 implement Minnesota Statute § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rule Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

(B) *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers.

(1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

(C) *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

(D) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minnesota Statute§ 363A.36 and Minnesota RuleParts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

12 Workers' Compensation and Other Insurance

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract.

Further, the Contractor certifies that it is in compliance with Minnesota Statute§ 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

13 Publicity and Endorsement

13.1 ***Publicity***. Any publicity regarding the subject matter of a work order contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

13.2 ***Endorsement***. The Contractor must not claim that the State endorses its products or services.

14 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract and/or any work order contracts, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Payment to Subcontractors

(If applicable) As required by Minnesota Statute§ 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

16 Minnesota Statute§ 181.59 The vendor will comply with the provisions of Minnesota Statute§ 181.59 which requires:

> Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17 Termination

17.1 ***Termination by the State.*** The State or commissioner of Administration may cancel this master contract and any work order contracts at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

17.2 ***Termination for Insufficient Funding.*** The State may immediately terminate this master contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

18 Data Disclosure

Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

19 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

20 Schedule of Exhibits

The following exhibits are attached and incorporated into this Master Contract.
Exhibit A: Sample Work Order
Exhibit B: Fee Schedule
Exhibit C: Consultant's Categories of Service and Experience
Exhibit D: State Insurance Requirements
Exhibit E: Affirmative Action Certification
Exhibit F: Certification Regarding Lobbying
Exhibit G: Not Used
Exhibit H: Not Used
Exhibit I: Affidavit of Noncollusion

1. CONTRACTOR – Northern Technologies Inc.
The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws.

By: _____

Title: Principal Engineer

Date: 1/29/2015

2. STATE AGENCY – Department of Administration

By: _____
(with delegated authority)

Title: _____

Date: 2/2/15

3. COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division

By: _____

Date: 02/03/2015

41069

Exhibit A

SAMPLE STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
WORK ORDER CONTRACT

This work order contract is between the State of Minnesota, acting through its _____ ("State") and _____("Contractor"). This work order contract is issued under the authority of Master Contract T-Number 15ATI, SWIFT Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order Contract

1 Term of Contract

1.1 ***Effective date:*** ~~date~~, or the date the State obtains all required signatures under Minnesota Statute§ 16C.05, subdivision 2, whichever is later.

The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 ***Expiration date:*** _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____.

3 Consideration and Payment

3.1 ***Consideration.*** The State will pay for all services performed by the Contractor under this work order contract as follows:

(A) ***Compensation.*** The Contractor will be paid ____.

(B) ***Travel Expenses.*** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order contract will not exceed $_____.

(C) ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Contractor under this work order contract will not exceed $_____.

3.2. ***Invoices.*** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

4 Project Managers

The State's Project Manager is _____. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Project Manager is _____. If the Contractor's Project Manager changes at any time during this work order contract, the Contractor must immediately notify the State.

SIGNATURES AS REQUIRED BY THE STATE.

Exhibit B

Standard Fee Schedule

1. PERSONNEL RATES

Principal Engineer	$195.00	per hour
Associate Engineer	$175.00	per hour
Senior Engineer, Senior Consultant	$155.00	per hour
Project Engineer, Geologist, Project Manager	$110.00	per hour
Engineering Assistant, EIT	$80.00	per hour
Special Inspector (ICC or PTI Certified)	$72.00	per hour
Structural Steel Special Inspector (ICC or AWS Certified)	$85.00	per hour
Senior Technician (MnDOT Certified)	$68.00	per hour
Engineering Technician (ACI Certified)	$56.00	per hour
Engineering Intern	$48.00	per hour
Drill Crew Chief	$80.00	per hour
Drill Crew Helper	$65.00	per hour
NDT Level III Technician, PT, MT, RT, UT	$105.00	per hour
NDT Level II Technician, PT, MT, RT, UT	$95.00	per hour
Administrative Assistant	$60.00	per hour
Clerical/Typist	$52.00	per hour

Notes:

All personnel rates include OSHA Level D safety protection. Level C or greater protection may result in a higher hourly rate.

Saturday work and over 8 hours on single project in a given day, when required by client, will be charged at 125% of standard rate.

Sunday and holidays, when required by client, will be charged at 150% of standard rate

Trial preparation, depositions and testimony charged at 150% of standard rate.

Travel and out of town days charged a minimum of 8 hours.

2. TRAVEL AND REIMBURSABLE EXPENSES

Automobile/light duty truck	$0.75	per mile
3/4-ton truck/mobile lab van	$1.00	per mile
Drill truck/ tractor & trailer	$2.00	per mile
Travel expenses (airfare, ground transportation, meals, lodging, etc)	Actual cost x 1.15	
Special materials and rental equipment acquired for specific project	Actual cost x 1.15	
Sub-consultant fees	Actual cost x 1.15	
Freight/shipping fees	Actual cost x 1.15	
Copies		
Black and white	$0.10	per copy
Color	$0.25	per copy
External	Actual cost x 1.15	

3. DRILLING & EQUIPMENT RATES

Truck-mounted drill, support vehicle, 2 person crew	$275.00	per hour
Track or floatation tire all-terrain drill, support vehicle, tractor w/lowboy, 2-Person crew	$300.00	per hour
Grout plant	$250.00	per day
Steam cleaner	$145.00	per day
Coring machine, water tank	$95.00	per day
Core barrel wear	$3.50	per inch
Generator	$35.00	per day

4. SPECIALIZED EQUIPMENT RENTAL

Nuclear density gauge	$55.00	per day
Floor flatness profiler	$75.00	per day
Field vane shear	$325.00	per day
Pressuremeter	$670.00	per day

These are NTI's fees for 2014. We reserve the right to increase fees up to 4% for 2015 and 2016 calendar years.

Standard Fee Schedule

4. SPECIALIZED EQUIPMENT RENTAL (CONTINUED)

Pile driving analyzer	$1550.00	per day
Double ring infiltrometer & water tank	$145.00	per day
Electrical resistivity	$124.00	per day
Inclinometer (one day minimum)	$195.00	per day
Vibration Monitor (one week minimum)	$450.00	per week
Schmidt Rebound Hammer (one day minimum)	$90.00	per day
Windsor Probe Gun (one day minimum)	$78.00	per day
plus	$45.00	per probe
Ultrasonic Equipment (one day minimum)	$200.00	per day
Speedy moisture tester	$35.00	per day
Maturity meter	$50.00	per day
plus	$50.00	per probe
Intumescent fireproofing thickness gauge	20.00	per day

5. MATERIALS

Concrete Patch	$15.00	per bag
Bituminous cold patch	$15.00	per bag
Concrete grout	$15.00	per bag
Bentonite chips	$15.00	per bag
Temporary water level indicator	$3.50	per foot
Inclinometer casing	$18.00	per foot
Crack monitors	$35.00	each
Moisture vapor transmission test kit	$50.00	each

6. LABORATORY TESTS OF SOILS AND AGGREGATES (includes labor and materials unless noted)

Water content and density		
Direct measurements by caliper and pi tape	$46.00	per test
In-tube measurements method	$68.00	per test
Water content only (ASTM: D2216)	$16.50	per test
Atterberg Limits		
Plasticity Index (ASTM:D4318)	$115.00	per test
Liquid Limit or Plastic Limit Only	$75.00	per test
Shrinkage Limit (ASTM:D427)	$65.00	per test
Linear shrinkage (Bar Method)	$70.00	per test
Mechanical analysis of soils		
Through No. 200 sieve bank run material only no preparation required (ASTM:C136 & D1140)	$115.00	per test
Through No. 200 only (ASTM:D422), no preparation required	$70.00	per test
Through .001 mm by hydrometer method (Specific gravity and mechanical analysis extra)	$225.00	per test
Sample preparation for cohesive soil	$75.00	per test
Base aggregate analysis		
Mechanical analysis through No. 200 sieve (ASTM: C136 and ASTM: C117)	$125.00	per test
Shale content on total sample basis (Minus No. 4 and plus No. 200 fraction)	$110.00	per test
Aggregate for Portland Cement Concrete		
Mechanical Analysis and Deleterious Materials (ASTM: C136, C117, C123 and C40 or C142)		
Fine Aggregate, (ASTM: C33 or MnDOT 3126)	$210.00	per test
Course Aggregate,(ASTM: C33)	$110.00	per test
Coarse Aggregate, (MnDOT 3137)	$125.00	per test
Mechanical Analysis only, (ASTM C136)	$58.00	per test
Deleterious Materials only, (ASTM: C117, C123 and C40 or C142)		
Fine aggregate	$85.00	per test
Course aggregate	$85.00	per test
Deleterious Materials only, (MnDOT Procedure)		
Fine Aggregate	$155.00	per test
Coarse Aggregate	$250.00	per test
Shale content by heavy liquid (Sp Gr 2.0-2.4) with examination	Special Quotation	

6. LABORATORY TESTS OF SOILS AND AGGREGATES (CONTINUED) (includes labor and materials unless noted)

Specific gravity and absorption		
Fine Aggregate, (ASTM: C128 or AASHTO T84)	$156.00	per test
Course Aggregate, (ASTM: C127 or AASHTO T85)	$116.00	per test
Unit Weight, (ASTM: C29 or AASHTO T19) (loose or rodded) fine or coarse aggregate	$90.00	per test
Soundness of aggregate, sodium sulphate or magnesium sulphate (does not include crushing)		
Fine or coarse aggregate (not including gradation) (ASTM: C88, AASHTO T104 or MnDOT Procedure), 5 cycles	$525.00	per test
Cost per cycle per pan when over 5 cycles	$62.00	per test
Ledgerock soundness (ASTM: C88 or AASHTO: T104) 5 cycles on 50 pieces, 100 grams each	$464.00	per test
Los Angeles Rattler (LAR) (ASTM: C131 or AASHTO: T96) abrasion loss of coarse aggregate (does not include crushing)	$170.00	per test
Aggregates for Bituminous Mixtures		
Mechanical Analysis Bituminous aggregate 3.4-in.-No.200, (ASTM; C136 and C117)	$90.00	each
Total spall material, (MnDOT Procedure)		
Minus No. 4 fraction	$172.00	each
Plus No. 4 fraction	$164.00	each
Thin and elongated particles	$210.00	each
Soft particles	$115.00	each
Percent crushed (+No. 4 fraction)	$95.00	each
Percent Non-igneous	$328.00	each
Mechanical analysis of mineral filler through No. 200 sieve, ASTM D546	$172.00	each
Test of mineral filler, (MnDOT Procedure)	$334.00	each
Freeze-thaw test of coarse aggregate, 16 cycles, 0.5% alcohol water, (MnDOT Procedure)	$710.00	each
Aggregate stripping test 15 minutes agitation		
(U.S. Corps of Engineers, FAA 401-2.1 or AASHTO T182)	$235.00	each
Anti-Stripping additive, (MnDOT 3161)	$365.00	each
Specific gravity of mineral soils (ASTM: D854)	$115.00	per test
Specific gravity of organic soils (ASTM: D854)	$130.00	per test
Organic content of soil	$85.00	per test
pH (ASTM: D4972 Method B or ASTM: G51)	$34.00	per test
pH (ASTM: D4972 Method A)	$56.00	per test
Sulfate content	$46.00	per test
Chloride content	$56.00	per test
Moisture Density Relationship of Soil		
Standard Proctor, method "A" & "B" (ASTM: D698, AASHTO T99)	$145.00	per test
Standard Proctor, method "C" (ASTM: D698, AASHTO T99)	$190.00	per test
Standard, One-point addition or reduction	$40.00	per test
Modified Proctor, method "A" & "B" (ASTM: D1557, AASTHO T180)	$170.00	per test
Modified Proctor, method "C" (ASTM: D1557, AASTHO T180)	$235.00	per test
Modified, one-point addition or reduction	$50.00	per test
Sample preparation of lean cohesive soil	$35.00	per test
Sample preparation of fat cohesive soil	$65.00	per test
Permeability Testing		
Granular soils, less than 10% fines (ASTM:D2434), includes sample preparation	$300.00	per test
Peats, saturated (ASTM: D4511)	$360.00	per test
Flexible wall (ASTM: D5084)	$410.00	per test
Flexible wall with back pressure, using water as permeant	$510.00	per test
Additional charge for other permeants	Special Quotation	
Collection, additional	$120.00	per test
Hand Penetrometer	$15.00	per test
Hand vane shear (open blades) (ASTM: D4648)	$30.00	per test
Direct Shear Test (Three tests required for series)		
Per normal load, cohesionless soil (ASTM: D3080)	$340.00	per test
Direct Shear Test, cohesive soil (ASTM: D3080)	Special Quotation	
Residual strength, cohesionless soil	$125.00	per test
Residual strength, cohesive soil	$450.00	per test

6. LABORATORY TESTS OF SOILS AND AGGREGATES (CONTINUED) (includes labor and materials unless noted)

Unconfined Compression Test		
Cohesive Soil (ASTM: D2166), reporting maximum stress at failure	$100.00	per test
Cohesive Soil (ASTM: D2166) reporting stress-strain curve	$125.00	per test
Rock core (ASTM: D7012) reporting maximum stress	$175.00	per test
Triaxial Compression Test (reporting stress-strain curves, per confining pressure)		
Unconsolidated, undrained (ASTM: D2850)	$230.00	per test
Consolidated, undrained (ASTM: D4767)	$600.00	per test
Consolidated, drained		
Unsaturated	$420.00	per test
Backpressure saturated	$600.00	per test
Staged Confining pressure and stress path (other than CU and CD testing	Special Quotation	
Staged permeability – per confining pressure (additional)	$120.00	per test

Consolidation Tests, (ASTM: D2435) Sufficient loads to determine P-e curve, up to 32 tsf (Specific gravity and Atterberg limits extra).

Reporting P-e and time curves, and computing C_v, P_c, C_c.	$655.00	per test
Reporting P-e curve only	$490.00	per test
One load test	$450.00	per test
Cyclic loading	$45.00	per load
Staged permeability (additional)	$72.00	per test
Tests of Expansive Soils		
One-dimensional swell, settlement, swell pressure potential of cohesive soils (ASTM:D4546).	$460.00	per test
One dimensional swell, constant volume	$540.00	per test
Angle of Repose	$62.00	per test
Splitting tensile strength (ASTM: D3967)	$120.00	per test
Laboratory Resistivity Test Miller box (ASTM: G187) Initial test as received	$120.00	per test
Additional test, saturated	$75.00	per test
Thermal resistivity / conductivity (ASTM: D5334)		
2 point test	$840.00	per test
Dry out curve	$1080.00	per test
One point test (soil) as received	$300.00	per test
One point test (grout/cement additive) as received	$480.00	per test
R-Value (ASTM: D2844)	$450.00	per test
Pinhole test (ASTM: D4647)	$460.00	per test
California Bearing Ratio, on specimens in the laboratory		
3 Densities at 1 moisture content	$830.00	per test
1 Density at 3 moisture contents	$870.00	per test
1 Point test	$300.00	per test
Field CBR on in-place aggregate base or subgrade soil	Special Quotation	
Torsional ring shear		
Peak shear	$360.00	per point
Residual shear	$360.00	per point
Residual shear (series of 3 points	$900.00	per test

Note: additional charges may occur for contaminated samples, and rush projects (overtime, weekends and holidays)

7. LABORATORY TESTS OF CONCRETE (includes labor and materials unless noted)

Tests of packaged combined materials for mortar and moncrete (Sakrete, Handi-Crete etc.), (ASTM: C387)		
Concrete mix (slump, air content, unit weight, yield and compression)	$580.00	per trial
Mortar mix (flow, unit weight, yield, compressive strength and water retention)	$190.00	per trial
Tests on Hardened Portland Cement Concrete		
Curing, testing, and reporting standard 6 in. x 12 in. or 4 in. x 8 in. cylinders, f.o.b. the laboratory (ASTM C39)	$24.00	each
High strength concrete cylinder-accelerated curing of cylinder (ASTM: C684)	$70.00	each
Absorption only on 6 in. x 12 in. cylinders or drilled concrete cores, by 24-hour immersion	$42.00	each

7. LABORATORY TESTS OF CONCRETE (CONTINUED) (includes labor and materials unless noted)

Curing, testing and reporting standard 6 in. x 6 in. by 30 in. concrete beams, (ASTM C78 or ASTM C293)		
Per break (2 per beam)	$80.00	each
Beam mold rental, cleanup and oil for reuse	$45.00	each use
Splitting tensile strength tests of molded 6 in. by 12 in. concrete cylinders, f.o.b. the laboratory (ASTM C496)		
First specimen	$110.00	each
Each additional specimen at same time as first test.	$90.00	each
Measuring length of drilled cores according to ASTM C174 or AASHTO T184 (nine point method)		
First of each set	$78.00	each
Additional sample of set	$72.00	each
Trimming, curing and compression testing drilled core, (ASTM C42)	$72.00	each
Concrete mix designs in accordance with ACI 211, (calculated)		
Regular weight concrete	$78.00	each
Lightweight concrete	$110.00	each
Heavyweight concrete	$180.00	each
Copies of Previous Mixed	$58.00	each
Laboratory batch mixing (materials received at the laboratory)	$500.00	each
Time of Set, (ASTM C403)		
Less than 6 hours	$295.00	each
Plus for each hour after 6 hours	$52.00	each

8. LABORATORY TESTS OF ASPHALTIC CONCRETE AND BITUMINOUS MATERIALS (includes labor and materials)

Relative density of HMA by Superpave Gyratory Compactor (ASTM: D6925-09)	$250.00	each
Marshall Density by displacement method (ASTM: D1560)	$210.00	each
Marshall Density, stability @ 140F and flow @ 140F	$265.00	each
Core density by displacement method on submitted samples, includes preparation.	$45.00	each
Bituminous Extraction and Mechanical Analysis of aggregate, (ASTM: D2172, C136 and C117)	$240.00	each
Extraction only, (ASTM D2172)	$180.00	each
Moisture content, (ASTM; D95) (on recycled mixes)	$98.00	each
Rice's maximum theoretical specific gravity (ASTM: D4021)	$125.00	each

9. LABORATORY TESTS OF MASONARY AND CLAY UNITS, AND MATERIALS (includes labor and materials)

Tensile Test of Mortar, (ASTM: C190)	$750.00	set of 3
Curing, testing and reporting standard 2 in. x 4 in. cylinders	$28.00	each
Curing, testing and reporting standard 2 in. cubes	$28.00	each
Complete test on a set of three blocks including dimensional measurement, compressive strength, absorption, moisture content, density, unit weight and voids (ASTM: C90)	$350.00	set
Compression only	$115.00	set
Moisture only	$180.00	set
Freeze thaw durability of CMU and related concrete units, (ASTM: C1262)	$375.00	each
Drying shrinkage test of concrete masonry units, (ASTM: C426) (3 units) or (CRD C73-57) (5 units)		
First block of complete set	$315.00	each
Each additional block of same set	$180.00	each
Field fabricated samples, f.o.b. the laboratory, 3 high (ASTM: E447)		
8 in. and 10 in. (open cores)	$108.00	each
12 in. (open cores)	$112.00	each
16 in. (open cores)	$178.00	each
Grout Filled Cores	Special Quotation	
Field fabricated samples, f.o.b. the laboratory, 2 high (UBC)		
8 in. and 10 in. (open cores)	$84.00	each
12 in. (open cores)	$90.00	each
16 in. (open cores)	$132.00	each
Grout Filled Cores	Special Quotation	
Test of concrete paving units, including dimensions, absorption, density and compression, (ASTM:C936)	$480.00	set
Test of Brick-15 specimens ASTM C62 or C216 Complete tests including dimensional measurement, compression, absorption, saturation coefficient and efflorescence	$410.00	set

9. LABORATORY TESTS OF MASONARY AND CLAY UNITS, AND MATERIALS (CONTINUED) (includes labor and materials)

Efflorescence Only	$148.00	set
Compression Only	$148.00	set
Absorption and Saturation Coefficient Only	$284.00	set

10. FIELD TESTING (does not include labor)

Density test nuclear method	$20.00	per test
Density test, sand-cone method	$25.00	per test
Dynamic cone penetrometer (DCP)	$20.00	per test
Dynamic cone penetrometer – MnDOT Method (MnDOT-DCP)	$25.00	per test
Static cone penetrometer	$45.00	per test
Density test, sand-cone or nuclear method	$35.00	per test
Field resistivity of soil test (ASTM: G-57-06)	$135.00	per test

Note: Reduced rates may be available for full time and multiple sample services.

Section 4.1 fee, hourly rates, travel and reimbursable expense requirements take precedence in the event of a conflict.

SV CKW 02/03/2015

Exhibit C

CONSTRUCTION TESTING AND INSPECTION SERVICES

Name of Firm Northern Technologies Inc.(NTI)
Proposal Dated October 6, 2014

Responder shall indicate by checking the boxes below the categories of tests and inspections for which the firm is qualified.

***Attach project experience and reference information for each bolded category of service selected; a minimum of three (3) project references for each bolded category of service selected is required (see RFP Selection Process items 2 and 3 for further information).**

Geotechnical Services

- ☒ Pre-construction Soil Exploration and Testing
- ☐ Percolation Tests, Recommendations for Septic Systems
- ☒ Foundation and Pavement Design Recommendations
- ☒ Observation and Testing of Existing Soils during Excavation and Grading
- ☒ Laboratory Testing of Proposed Fill Material
- ☒ Observation and Testing of Fill and Backfill for Moisture, Compaction
- ☐ Other_____

Concrete Testing and Inspection Services

- ☒ Concrete, Grout Mix Design
- ☒ Observe and Document Formwork Construction
- ☒ Observe and Document Placement of Reinforcing Steel
- ☒ Slump, Temperature, and Air Entrainment Tests of Fresh Concrete
- ☒ Cast, Cure and Test Concrete Cylinders for Compressive Strength
- ☐ Other_____

Masonry Testing and Inspection Services

- ☒ Mortar, Masonry Fill Mix Design
- ☒ Laboratory Tests on Masonry Prisms
- ☒ Laboratory Test of Mortar and Core-fill for Compressive Strength and Bond Strength
- ☒ Special Inspection of Structural Masonry Construction (Continuous yes/ Periodic yes)
- ☐ Other_____

Structural Steel Testing and Inspection

- ☒ Strength Testing of Embedded Bolts
- ☒ Observe and Test Welded and Bolted Connections during Structural Steel and Precast Concrete Erection
- ☒ Observe and Test Welding and Screw Fastening during Metal Deck Installation
- ☐ Other_____

Exhibit C

Pavement Testing and Inspection

- ☒ Observe and Test Rolling Operations on Subgrade Soils
- ☒ Field and Laboratory Tests on Aggregate Base
- ☒ Field and Laboratory Tests during Bituminous Paving (Continuous____/Periodic____)
- ☐ Other_____

Fireproofing / Firestopping Testing and Inspection

- ☒ Test Installed Spray-on Fireproofing for Thickness, Density, Adhesion
- ☒ Observe and Document Installation of Fire-Resistive Joint Systems
- ☐ Other_____

Other

- ☐ Window/Curtain Wall Testing and Inspection
- ☐ Roofing/Waterproofing Testing and Inspection

Phase I Archaeological Resources Investigation

- ☐ Determine whether cultural resources are present within the project area, and whether these resources are potentially eligible for the National Register of Historic Places (NRHP).
- ☐ All field methods and reporting of the Phase I Archaeological Resources Investigation will comply with the Minnesota State Historic Preservation Office guidelines as well as federal guidelines, and will meet the requirements of the Secretary of the Interior's Standards.
- ☐ If an archaeological site is found, wash, analyze, and catalogue all recovered artifacts. Laboratory and curation procedures will follow appropriate standard guidelines
- ☐ Curate the artifacts at the Minnesota Historical Society under Contractor's curation agreement. Contractor's lab director will ensure that the cataloging and curation meet the requirements of Minnesota's repository guidelines.
- ☐ Other_____

Phase II Archaeological Resources Investigation

- ☐ Excavate and document designated features in accordance with Minnesota State Historic Preservation Office guidelines as well as federal guidelines, and will meet the requirements of the Secretary of the Interior's Standards.
- ☐ Record excavation data on standardized forms and in the log book of the principal investigator including location and methods of testing; the numbers, types, and locations of recovered cultural materials; the depth and thickness of excavated soil layers; soil textures and inclusions; and soil color according to Munsell color charts.
- ☐ Take up to 5 radiocarbon samples if suitable materials are encountered and complete standard radiometric analysis.
- ☐ Clean, catalogue, label and bag all recovered artifacts in accordance with professional standards and submit recovered materials to the Minnesota Historical Society for curation.
- ☐ Other_____

Phase I Environmental Investigation

- ☐ Complete a Phase I Environmental Site Assessment in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #8.
- ☐ Conduct a visual (existing structures) assessment for typical suspect asbestos containing materials (ACM).

Exhibit C

- ☐ Assess the presence of PCBs at the subject site.
- ☐ Collect and evaluate available historical information to determine if evidence exists indicating an existing release, a past release, or a material threat of a release of hazardous substances, hazardous materials or petroleum products to the Property.
- ☐ Other_____

Phase II Environmental Investigation

- ☐ Prepare a workplan the Phase II Investigation in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #11 to determine if potential sources of contamination identified during the Phase I Investigation are causing a release or threatened release of hazardous substances, contaminants or pollutants to the soil, surface water and ground water on the property in question.
- ☐ Prepare a site safety and contingency plan in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #10.
- ☐ Conduct Phase II Environmental Investigation in accordance with approved work plan and in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- ☐ Other_____

Remediation Services

- ☐ Prepare and, upon approval, implement the Response Action Plan (RAP) and in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- ☐ Following completion of the RAP, prepare an Implementation Report for submission to the MPCA for review and approval in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- ☐ Other_____

Comments:

A. Describe Responder's qualifications, including unique qualifications:

This statement of qualifications is intended to provide a brief introduction to the experience and capabilities of Northern Technologies, Inc. (NTI), providers of comprehensive geotechnical, special inspections and materials testing services. NTI has master contracts or is prequalified with the US Army Corps of Engineers, Minnesota Department of Natural Resources, Minnesota Department of Administration, Minnesota State Universities and Colleges, University of Minnesota, dozens of municipalities, Xcel Energy, and Otter Tail Power.

NTI's Fargo, ND and Ramsey, MN materials laboratories are CCRL and AMRL certified (Ramsey is one of only five certified laboratories in the Twin Cities). Fargo's laboratory is also U.S. Army Corps of Engineers certified. Each of our six laboratories have full-time lab managers who have been charged with verifying that every piece of our equipment is properly calibrated, that ASTM and MnDOT procedures are followed to the letter, and that test results are issued within 24-48 hours, depending on the procedure.

Exhibit C

B. For <u>each</u> bolded category of service checked, a minimum of three (3) project references is required (pass/fail). Include the following for each project reference:

1. **Project title**
2. **Scope**
3. **Dates started and completed**
4. **Name and number of years experience of Responder's staff member supervising the project (must be minimally 5 years of experience and must be registered or certified in the State of MN)**
5. **Client's company name, mailing address**
6. **Client's contact person name, position title, telephone and fax numbers**

Exhibit C

Project References

Wayzata High School Additions, Wayzata, MN

Scope: In 2014, NTI completed the geotechnical evaluation for the expansion of the Wayzata High School facility (Independent School District #284). The expansion includes the redevelopment of approximately 60 acres which was formerly developed as a golf course. In addition, structural additions are proposed on all four sides of the existing facility. The scope of the site exploration included 2,225 lineal feet of standard penetration borings that required the utilization of both truck and ATV mounted drill rigs. Construction is expected to begin in the spring of 2015 with NTI providing the construction and materials testing services.

Date: June and July 2014

NTI Project Manager: Ryan M. Benson, P.E.

Client: Wold Architects Engineers
305 Saint Peter Street
Saint Paul, MN 55102

Project Manager: Ben Beery ph. 651-227-7773

Covington At Norman Pointe, Bloomington, MN

Scope: The project site is located near the intersection of American Boulevard West and Green Valley Drive in Bloomington, Minnesota. The building consisted of a 250 unit multi-level apartment complex. The project site consisted of a cap of fill over significant swamp deposited soils that dictated that a deep foundation system be utilized for support of the structure. Due to this soil strata, the structure was founded upon a deep foundation system consisting of driven pipe pile. The project also included asphalt drive lanes and parking areas and underground utilities. NTI performed the field exploration and developed the geotechnical recommendations for the pile foundation system. In addition, NTI provided recommendations for the site grading, underground utility support in the swamp deposited soils and pavement section design.

Date: August 2012

NTI Project Manager: Ryan M. Benson, P.E.

Client: Urban Works Architecture, LLC
901 North 3rd Street, Suite 145
Minneapolis, Minnesota 55401

Project Manager: Michelle Wood ph.612-455-3121

Exhibit C

Dakota County White Tail Wood Regional Park, Empire Township, MN

Scope: The project site is a 450 nominal acre parcel located in Empire Township, Minnesota. The project is being constructed in multiple phases but includes picnic shelters, a performing arts stage, elevated camper cabins, roads, parking lots, walking paths, boardwalk, and storm water infiltration basins, a two-story visitor center. NTI completed the field exploration and the geotechnical evaluation for the project. The field exploration included 39 standard penetration borings (870 lineal feet) and was performed utilizing ATV mounted drill rigs during inclement weather. The geotechnical evaluation included recommendations for shallow foundation systems, helical pier foundations, timber pole foundations and storm water infiltration rates. In addition, NTI provided paving recommendations for access roads, pedestrian trails and parking areas.

Date: February to April 2013

Project Manager: Ryan M. Benson, P.E.

Client: Dakota County Parks
14955 Galaxie Avenue
Apple Valley, MN 55124

Dakota County's Project Manager: Josh Kinney ph.952-891-7016

Microbiology Research Facility – University of Minnesota, Minneapolis, MN
Scope: The Microbiology Research Facility will be a 89,300 gross square feet building that provides laboratory, office and research support space for faculty and staff conducting research into Microbiology Research. The proposed building will be located north of the recently completed Cancer and Cardiovascular Research Building on the corner of 6th Street and 23rd Avenue and north of the University's TCF Bank Stadium. The proposed building will have four floors of laboratory and office space plus a mechanical penthouse. The structural system will consist of both cast-in-place concrete and steel. Because of the high water table in the area, no below grade space is included. NTI provided the special inspections/construction materials testing required for the project. Our scope of services includes: density testing of engineered fill, steel reinforcement observations in structural concrete and masonry, sampling of plastic concrete, grout and mortar for testing, observations and testing of structural steel framing and decking, testing of spray applied and intumescent fire proofing.

Dates: March 2014 to Currently

NTI Project Manager: Kyler Bender, P.E.

Client: University of Minnesota
400 Donhowe Building 319
15th Avenue SE
Minneapolis, MN 55455

University of Minnesota's Project Manager, Pete Nickle ph. (612) 626-0861

Exhibit C

Mall of America Phase 1C Expansion – Bloomington, MN

Scope: The Mall of America Phase 1C Expansion project consists of construction an approximately $330 MM addition. The project will include two below-grade levels of parking, four floors of retail and office space, a 15-story hotel tower, as well as structural designed for a future 10 story office tower. NTI is the geotechnical engineer of record during construction as well as providing the materials and special inspections. NTI performed. Our scope of services includes: post-tension concrete tendon observations, tendon stressing reporting, density testing of engineered fill, steel reinforcement observations in structural concrete and masonry, sampling of plastic concrete, grout and mortar for testing, observations and testing of structural steel framing and decking, testing and observations of pavement construction, testing of spray applied and intumescent fire proofing, and vibration of monitoring during piling activities.

Dates: March 2014 to Currently

NTI Project Manager: Kyler Bender, P.E.

Client: Mortenson Development
700 Meadow Lane North
Minneapolis, MN 55422

Mortenson's Construction Superintendent, Neil Cooper ph. (612) 490-4430

Bioscience and Health Center, North Hennepin Community College

Scope: In 2013 NTI performed services under the ITA contract for this 2 story, 60,000 SF, $27MM project. The building superstructure was constructed with a cast in place concrete, pan and joist, structural slab system. Structural masonry and steel framing was also used to construct the new career center. Our scope of services includes: density testing of engineered fill, steel reinforcement observations in structural concrete and masonry, sampling of plastic concrete, grout and mortar for testing, observations and testing of structural steel framing and decking, testing of spray applied and intumescent fire proofing, pavement construction, observations of water proofing membrane.

Dates: April 2013 to June 2014

NTI Project Manager: Kyler Bender, P.E.

Client: North Hennepin Community College
7411 85th Avenue North
Brooklyn Park, MN 55445

NHCC's Project Manager, Dean Collins ph. (763) 424-0837

Exhibit C

Highway 610 & Noble Parkway Park and Ride Facility, Brooklyn Park, MN

Scope: In 2014, NTI completed project testing and observations on this approximately $10MM parking ramp. The three-tier, 56,000 SF ramp will have approximately 500 stalls. The superstructure is constructed of cast-in-place concrete with post-tensioned structural slabs. Structural masonry and steel framing was utilized for construction of the stairwell towers. NTI provided geotechnical recommendations for the soil modification system and special inspections and testing during the concrete, post-tension, structural masonry, structural steel and bituminous construction. Knutson Construction is the General Contractor and Metro Transit is the owner.

Dates: July 2013 to July 2014

NTI Project Manager: Curtis Johnson, P.E.

Client: Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

Met Council's Project Manager, James Harwood ph. (651) 602-1000

Integrated Science & Engineering Laboratory Facility, St. Cloud State University

Scope: This 100,000 SF $44.8MM building is currently under construction. NTI provided the Special Inspection and testing services of the cast-in-place footings and foundations, steel frame and decking, concrete floors and site pavement and utilities. Our scope of services includes: density testing of engineered fill, steel reinforcement observations in structural concrete and masonry, sampling of plastic concrete, grout and mortar for testing, observations and testing of structural steel framing and decking, and testing of spray applied and intumescent fire proofing.

Dates: July 2013 to July 2014

NTI Project Manager: No Longer with NTI. Jacob Collins is Special Inspector and still with NTI.

Client: Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

St. Cloud State University's, Owner's Representation: John Stelten ph. (612) 963-1274

Exhibit D1

State/Consultant Basic Services
Insurance Requirements

A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

   $100,000 – Bodily Injury by Disease per employee
   $500,000 – Bodily Injury by Disease aggregate
   $100,000 – Bodily Injury by Accident

   If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

   If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

   $2,000,000 – per occurrence
   $2,000,000 – annual aggregate
   $2,000,000 – annual aggregate – Products/Completed Operations

   The following coverages shall be included:

   Premises and Operations Bodily Injury and Property Damage
   Personal and Advertising Injury
   Blanket Contractual Liability
   Products and Completed Operations Liability
   Other; if applicable, please list_____
   State of Minnesota named as an Additional Insured

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

$2,000,000 – per claim or event
$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed $50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;

- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;

- Contractor is responsible for payment of Contract related insurance premiums and deductibles;

- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;

- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

Exhibit D1

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dawson Insurance Agency 721 1st Avenue North Fargo ND 58102	**CONTACT NAME:** Joni Alfson **PHONE (A/C, No, Ext):** 701-237-3311 **FAX (A/C, No):** 701-232-4442 **E-MAIL ADDRESS:** jonia@dawsonins.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** United Fire & Casualty Group / 13021
INSURED N-TECHN Northern Technologies, Inc. 3522 4th Avenue South Fargo ND 58103	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 865712640 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		60453297	10/11/2014	10/11/2015	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	[X] XCU						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC							$
A	AUTOMOBILE LIABILITY			60453297	10/11/2014	10/11/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			60453297	10/11/2014	10/11/2015	EACH OCCURRENCE	$5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$5,000,000
	[ ] DED [X] RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Leased/Rented Equipment			60453297	10/11/2014	10/11/2015	Limit	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured status applies when required by written contract per Form CG7201 0913.
Project: Construction Testing & Inspection Services
The State of Minnesota is included as an Additional Insured with Waiver of Subrogation on the General Liability and Automobile Liability policies when required by written contract.

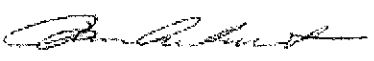
CERTIFICATE HOLDER

The State of Minnesota; Department of Administration
Real Estate & Construction Services
309 Administration Building 50 Sherburne Ave
St. Paul MN 55155

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Melissa Krystosek	
Dawson Insurance Agency Inc PO Box 1958 Fargo, ND 58107	PHONE (A/C, No, Ext): 701-237-3311	FAX (A/C, No): 701-232-4442
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Northern Technologies, Inc. 3522 4th Ave S Fargo, ND 58103	INSURER A : MWCARP c/o RTW, Inc.	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A	N	MNAR-0000029772-3	10/11/2014	10/11/2015	X PER STATUTE X OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Officers are excluded from coverage.

CERTIFICATE HOLDER

The State of Minnesota; Department of Administration
309 Administration Building 50 Sherburne Ave
St. Paul, MN 55155

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/12/2014

PRODUCER

PROFESSIONAL DESIGN INS MGMT CORP
PO Box 501130
Indianapolis, IN 46250
(317)570-6945

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Northern Technologies, Inc.
3522 4th Ave. S.
Fargo, ND 58103

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Starr Surplus Lines Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability	SLSLPRO26236614	2/15/2014	2/15/2015	$3,000,000 limit each claim $3,000,000 in the aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

The State of Minnesota; Department of Administration
Real Estate & Construction Services
309 Administration Building 50
Sherburne Ave
St. Paul MN 55155

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: Lou Buston

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State Of Minnesota – Affirmative Action Certification

Exhibit E

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
–or–
has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ☒ **We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months.** Proceed to **BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: Northern Technologies, Inc. Date October 6, 2014

Authorized Signature: _____ Telephone number: 651-389-4182

Printed Name: Kyler Bender, P.E. Title: Principal Engineer

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101 TC Metro: (651) 296-5663 Toll Free: 800-657-3704
Web: www.humanrights.state.mn.us Fax: (651) 296-9042 TTY: (651) 296-1283
Email: employerinfo@therightsplace.net

Exhibit F

CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over $100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Northern Technologies, Inc.
Organization Name

Kyler Bender, P.E. – Principal Engineer
Name and Title of Official Signing for Organization

By:
Signature of Official

October 6, 2014
Date

Exhibit I

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: Northern Technologies, Inc. (NTI)

Instructions: Please return your completed form as part of the Response submittal.

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the RECS Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder's firm name: Northern Technologies, Inc.

Print authorized representative name: Kyler Bender, P.E. Title: Principal Engineer

Authorized signature: [signature] Date (mm/dd/yyyy): 10/6/2014

Notary Public

Subscribed and sworn to before me this:

6 day of October, 2014

[signature]
Notary Public signature

01/31/2019
Commission expires (mm/dd/yyyy)

STACEY MARIA CARMICHAEL
Notary Public
State of Minnesota
My Commission Expires
January 31, 2019